

1 The Honorable Ricardo S. Martinez
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UNITED STATES DISTRICT COURT

5 WESTERN DISTRICT OF WASHINGTON

6 AT SEATTLE

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8 TREVOR KEVIN BAYLIS,
9 Plaintiff, (*pro se*).
10 v.
11 VALVE CORPORATION,
12 Defendant.
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Case No. 2:23-cv-01653-RSM

**PLAINTIFF'S RESPONSE TO
VALVE'S MOTION TO REFER
COPYRIGHT REGISTRATION
QUESTIONS TO THE REGISTER
OF COPYRIGHTS AND FOR STAY
OF PROCEEDINGS**

Date filed 10th April 2024

PLAINTIFF'S RESPONSE TO VALVE'S MOTION TO REFER COPYRIGHT
REGISTRATION QUESTIONS TO THE REGISTER OF COPYRIGHTS AND
FOR STAY OF PROCEEDINGS
No. 2:23-cv-01653-RSM

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1 **1. INTRODUCTION**

2 In Valves's "Motion To Refer Copyright Registration Questions To The Register
 3 Of Copyrights And For Stay Of Proceedings" ("Referral Motion"), #Dkt. 43 at Page 1, it
 4 is claimed that "...in his application for copyright registration, Baylis knowingly provided
 5 inaccurate information to the Copyright Office."

6 However, Valve's Referral Motion is baseless, untrue and defamatory because **the
 7 ruling Valve refers to ("MAO302/18") does not "deny" Baylis' authorship rights and
 8 nor can it because under Droit d'auteur traditions of copyright (Author's rights) such
 9 rights are inalienable** and cannot be denied by the ruling because that **would be a Human
 10 Rights violation (Art. 27(2), at 76, Universal Declaration of Human Rights (Dec. 10,
 11 1948) which states, "[e]veryone has the right to the protection of the moral and material
 12 interests resulting from any scientific, literary or artistic production of which he is
 13 the author."** - And/or Judicial Expropriation under U.S.C 17 §201(e) which would be
 14 **unlawful**. The Finnish Market Court ("MAO") specifically limited the dispute to economic
 15 rights under section 2 of the Finnish Copyright Act ("FCA") in ("MAO302/18"). There was
 16 **no dispute regarding Moral Rights (Right to claim authorship) under Section 3 of the
 17 FCA because defendants in the dispute ("Producers") admitted that the Plaintiffs in
 18 MAO302/18 (Baylis included) were responsible for creating the work.**

19 In other respects MAO302/18 suffers from a "Grave procedural error" in that it
 20 doesn't acknowledge German authorship laws under Berne Convention article 5 (4) (a) where
 21 the film was "first published" (alluded to in at paragraph 3, Harrison Decl., Ex. D **"The film
 22 was released in February 2012"**). Moral rights are inalienable and there are "no foreclosures
 23 rules" FCA §42 regarding copyright in Finland

1 “42. There is no permission to confiscate copyright from the author himself...”
 2 (Original Finnish: “Tekijänoikeutta ei ole lupa ulosmitata tekijältä itseltään eikä siltä...”
 2 <https://www.finlex.fi/fi/laki/ajantasa/1961/19610404>

3 Therefore, an attempt to clarify the Iron Sky Chain of Title and to prepare for possible
 4 disputes with Myriad Pictures (A US film sales agent) is the actual reason for Baylis’ US
 5 Copyright Registration.

6 Valve were requested to take down infringing content but refused to do so. There
 7 is no need for Baylis to register copyright at the US Copyright Office (“USCO”) in this
 8 case because foreign works do not need to be registered to instigate legal action in the
 9 United States under U.S.C 17 §411(a) which, only mentions “United States work” in
 10 the plain language of the statute. USCO was given correct information and there is no
 11 misrepresentation from Baylis. Valve’s Referral Motion should be denied but Baylis would
 12 gladly assist the USCO further if required to do so in order to provide clarity.

13 **2. FACTUAL BACKGROUND**

14 Plaintiff “Baylis” is a joint author and lawful copyright owner of the amateur film
 15 production Iron Sky which was first published in Germany 2012. (¶ 3-4, 33-35, 89-91.)¹
 16 Baylis was receiving just unemployment benefits for a large part of the of the production (¶
 17 82-83,) and thus maintains copyright ownership to his work. (¶ 41-42, 85.)

18 Baylis had previously attempted to resolve licensing issues with Producers under the
 19 premise of a “salary review” but was sacked instead, and this led to Baylis v Troll VFX Case
 20 no. L 15/32468 in Finland. (¶ 102.) Whereby, Baylis proved his authorship of Iron Sky and
 21 competence as an animator to Judge Oskar Kulmala. (¶ 129.)

22

 23 ¹ “¶” citations are to Second Amended Complaint (“SAC”) Dkt. #25 unless otherwise indicated.

1 Valve have infringed Baylis' exclusive rights under USC 17 §106. Dkt. #25 at Pages11-33.

2 **3. ARGUMENT**

3 **1. Baylis is a joint author of Iron Sky and owns a copyright under U.S.C 17 §106.**

4 Baylis has claimed he is a copyright owner to his work related to Iron Sky due to him
5 being an actual joint author and his name being on the work. (¶ 82-92.) Whilst there is no
6 need to register a foreign work at USCO, Baylis has done so. (¶ 4.)

7 U.S.C 17 §101 defines motion pictures as, "audiovisual works consisting of a series of
8 related images which, when shown in succession, impart an impression of motion..." An animator
9 such as Baylis on a film like Iron Sky where the visual aspects of the film are important, requires
10 him to do just that. In *Aalmuhammed v. Lee*, 202 F.3d 1227, 1232 (9th Cir. 2000) Judges accepted
11 the plausibility of an animator as a joint author of a film, "Where the visual aspect of the movie
12 is especially important, the chief cinematographer might be regarded as the author. And for,
13 say, a Disney animated movie like "The Jungle Book," it might perhaps be the animators..."

14 *Aalmuhammed v. Lee*, 202 F.3d 1227, 1232 (9th Cir. 2000).

15 **2. MAO302/18 is specific ONLY to limited economic rights under**
16 **section 2 of FCA and there was NO DISPUTE regarding Moral Rights**
17 **(right to claim authorship) under Section 3 of the Finnish copyright Act.**

18 Valve have supplied a "Translation" of MAO302/18 (Harrison Decl., Ex. D.) and at
19 paragraph 86 of that Translation it clearly states,

20 "86. According to Section 27(1) of the Copyright Act, copyright may, subject to the
21 restrictions set out in Section 3, be transferred in whole or in part. **No dispute has arisen**
22 **concerning the so-called moral rights provided for in Article 3 of the Copyright Act.** In
23 view of the nature of the case and the grounds put forward in support of the claim, the **claim**
24 **must be considered to concern economic rights within the meaning of Article 2 of the
Copyright Act.**" (Harrison Decl., Ex. D, at Valve_014, ¶86)

1 Additionally, in Harrison Decl., Ex. D, at Valve_017, “Summary of Judgment”, **there**
 2 **is no mention of Section 1 of the FCA which is the whole scope of the FCA.** Neither is there
 3 mention of Section 3 (Moral rights), Section 4 (Adaptation rights) or many other Sections of the
 4 Copyright Act including section 7 of the copyright act **“The presumption of authorship rule”**

5 **Article 7**

6 **The person whose name or generally-known pseudonym or signature is stated**
 7 **in the usual manner on the copies of a work, or when the work is made available**
 8 **to the public, shall be deemed to be the author, in the absence of proof to the**
 9 **contrary. (<https://wipolex-res.wipo.int/edocs/lexdocs/laws/en/fi/fi001en.pdf>)**

10 This rule is particularly significant as there is no mention of the “presumption of
 11 authorship rule” in MAO302/18 (section 7 of the FCA) which is also a rule under Berne
 12 Convention Article 15.

13 (1) In order that the author of a literary or artistic work protected by this Convention
 14 shall, in the absence of proof to the contrary, be regarded as such, and consequently
 15 be entitled to institute infringement proceedings in the countries of the Union, it shall
 16 be sufficient for his name to appear on the work in the usual manner.

17 This omission by MAO demonstrates a procedural error in MAO302/18 because the
 18 burden of proof was reversed so that the plaintiff’s were unnecessarily required to prove their
 19 authorship when no such dispute existed. That is to say the Producers who were the defendants
 20 in the case, didn’t dispute that Baylis and others had created the work so there was no “proof to
 21 the contrary” even required. See, Baylis Decl., Ex. A.

22 “As the defendants, we argued that while they did work on the film, they were working
 23 on a work-for-hire basis, under a signed contract” (Iron Sky Director Timo Vuorensola)

24 **The burden of proof should have been on the Producers to demonstrate how they**
 1 **had contractually acquired economic rights from Baylis and other plaintiffs.** This indicates
 2 a procedural error by MAO because they have “cherry picked” a sentence from the Finnish
 3 Code of Judicial Procedure (“FCJP”) to justify the reversal of the burden of proof to plaintiffs
 4 in MAO302/18 because at, Harrison Decl., Ex. D, at Valve_010, ¶27. MAO states that,

1 “27. Under Chapter 17, Section 2 of the Code of Procedure, the staff members have
 2 the burden of proving that the vessels and other alleged works identified in Claim 2
 3 are works within the meaning of copyright law and that the staff members are to be
 4 regarded as their authors.”

5 Therefore, MAO mischaracterizes chapter 17 of FCJP by omitting the part referring to
 6 other laws (sources of law, Berne Convention article 15 and section 7 of FCA)

7 “A party has the right to present the evidence that he or she wants to the court
 8 investigating the matter and comment on each piece of evidence presented in court
 9 **unless otherwise provided by law.**” [Emphasis added] (chapter 17 of FCJP)
 10 <https://www.finlex.fi/en/laki/kaannokset/1734/en17340004.pdf>

11 This is significant in Finland because there are **other provisions in copyright law**
 12 such as the “presumption of authorship rule”, otherwise every author in Finland and indeed
 13 the Berne Union would need a court or other formality to confirm authorship other than their
 14 signature or name on the work (FAC §7 and Berne Con. Article 15) before being able to claim
 15 protection of their work. There is a **“no formalities rule”** in Berne Convention Article 5 (2)

16 **“The enjoyment and the exercise of these rights shall not be subject to any formality.”**

17 Also, the Producers were not disputing that Baylis and other Plaintiffs created the work. This
 18 is a serious error by MAO because there was no genuine Moral rights dispute. For instance,
 19 the script writer Johanna Sinisalo has never had to prove in any court that she wrote the script
 20 to be regarded as an author of the script which, was apparently adapted by Michael Kalesniko
 21 for the final script. Sinisalo had nothing to do with any 3D animations of the film. She is not
 22 an animator and cannot claim authorship of such works nor would she do so as she admits
 23 that Iron Sky is not a Johanna Sinisalo movie. See Harrison Decl., Ex. B. Email to Baylis
 24 from Johanna Sinisalo #Dkt. 44-2 page17 in which she states,

25 “I’ve never been the single author of the script...there never was an intention to create
 26 a Johanna Sinisalo movie...and when there is a team working on anything, it also
 27 becomes very difficult to name any “original” creator of a certain detail or idea, so it
 28 would be pretty futile to discuss who’s story Iron Sky “actually was”.

29 Furthermore, even though the same documents as in this case SAC, Dkt. #25 at Pages
 30 34 and 35 were mentioned in MAO302/18, MAO ignored such evidence and the only contract
 31 they looked at was that of plaintiff A, see, Harrison Decl., Ex. D, at Valve_014, ¶87, which
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1 was 3D artist Seb Barquin (“Barquin”) who is a UK citizen.

2 “87. ... if A must be considered as the author of the Japanese agents’ vessel
3 Consequently, claim 3 only needs to be assessed in relation to the work mentioned by A.”

4 MAO seemed happy to confirm that the Japanese Ship Barquin created was subject to
5 copyright because he had created it himself “independently” but there was also evidence of
6 Bayils’ independence as an author too as well as being the modeling supervisor.

7 For example See Harrison Decl., Ex. D, at Valve_012, ¶¶55-57.

8 “55. E has told the witness that he acted as a “supervisor” when B animated
9 Götterdämmerung and that **B acted as a modeling supervisor**. According to
10 him, Mr. B had a strong vision of how to do the vessel within the schedule, and Mr. B
11 acted independently and did a good job.”

12 “56... the modeling of the vessel was done in a detailed and imaginative way. There
13 are no image plans or other useful references available. Close-ups of the
14 ship were also shown in the film, which meant that work had to be done to fine-tune
15 the details. According to this documentary evidence, B assembled the rear part of the
16 vessel independently on the basis of his own solutions and did not even discuss the
17 structures in question with JL.”

18 “57... B and JL had different visions of the vessel, which ended up looking different
19 from the original design... The design was not yet complete and, as the ship would
20 not otherwise have been finished on time,...B took the lead here and told the
21 other modelers what to do”.

22 MAO side stepped issues such as, having to examine document agreements such as
23 those which stated that no Employment or Service agreement existed between Baylis and the
24 Producers for 6 months of the production (SAC, Dkt. #25 at Pages 34 and 35), and that large
parts of the Iron Sky 3D animation work could not have legally been transferred to the
Producers. In other respects, MAO302/18 suffers from a “Grave procedural error” in that it’s
authorship analysis is based on Finnish law rather than German law where the film was first
published under Berne Convention article 5 (4) (a), SAC, Dkt. #25 at Pages 8 and 9,

22 **3. Incoherence of MAO302/18 and lack of comity with regards to Finland’s
23 own copyright laws as well as International copyright law.**

24 MAO302/18 ruling is incoherent, contains multiple errors and is inconclusive regards
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1 to authorship as it is based on the wrong “country of origin” laws under Berne Convention
 2 article 5(4)(a).

3 **“(4) The country of origin shall be considered to be**

4 **(a) in the case of works first published in a country of the Union, that country”**

<https://www.law.cornell.edu/treaties/berne/5.html>

5 Also, the Director and Producers were in Germany and Australia when Baylis created
 6 significant 3D models and scenes for the production in Finland, SAC Dkt. #25 Page 38,
 7 and this demonstrates that Baylis has clearly worked independent of the film’s Director and
 8 Producers for a large part of the production. Unlike United States “work for hire laws” EU
 9 laws don’t allow Producers to be first authors of works and they must collect rights by
 10 contract from the actual creators of film. Whereas, animators are genuinely authors of
 11 films as mentioned by Finnish Researcher Marjut Salokannel in her book *Ownership of*
 12 *Rights in Audiovisual Productions: A Comparative Study*

13 “The persons who participate in the film in a financial or practical manner have no rights in
 14 the film that are based directly on the author’s rights legislation. These persons may acquire
 15 these rights contractually from the authors and other contributors. The most important person
 16 belonging to this group is the film producer.”

(Ownership of Rights in Audiovisual Productions: A Comparative Study. Marjut Salokannel.
 1997. P.148-9)

17 “When judged in light of preparatory documents of Nordic laws, the persons who should be
 18 regarded as the joint authors of audiovisual works seem to be basically the same as in other
 19 civil law countries. There is a general agreement that the film director and the writers of
 20 the screenplay and dialogue are to be considered as its authors. The person who makes the
 21 audiovisual adaptation of the underlying literary work also enjoys rights in the audiovisual
 22 work as those as a whole. **Today there is also no doubt that the graphic designer is**
regarded as one of the authors of an animated audiovisual work. [Emphasis added]

(Ownership of Rights in Audiovisual Productions: A Comparative Study. Marjut Salokannel.
 1997. P.149)

21 It is incoherent to have a ruling such as MAO302/18, which is based on the wrong
 22 countries authorship laws (Should have been German law), where Moral rights under section
 23 3 of the FCA for Plaintiffs in MAO302/18 were not disputed, and then for MAO to

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1 unlawfully disallow the Plaintiff's economic rights under section 2 FCA without
 2 demonstrating any contractual transfer to the Producers (other than for the Japanese ship). To
 3 put it another way, there is no way for the Producers to obtain ANY copyrights for the Iron
 4 Sky animators work contractually if there were no actual rights in existence to collect.

5 MAO302/18 is similar to the US case Johannsen v. Brown. In that case the artist,
 6 Johannsen was the sole owner of copyright despite being a commissioned artist and being
 7 supplied with concepts and ideas from the commissioning party.

8 “[a] person who merely describes to an author what the commissioned work should
 9 . . . look like is not a joint author for purposes of the Copyright Act.” Id. at 1087. Kippel’s
 10 conception of the idea behind “American Relix” is insufficient, as a matter of law, to make
 11 him a joint author of the work. See 17 U.S.C. § 102(b) (copyright protection for an original
 12 work of authorship does not extend to any idea or concept “regardless of the form in which it
 13 is described, explained, illustrated, or embodied in such work”).
 14 Johannsen v. Brown, 797 F. Supp. 835, 842 (D. Or. 1992)

15 Furthermore, Baylis won the Counter Claim (MAO302/18 case number 2017/701
 16 because **the Producers failed to prove any copyright ownerships via contractual
 17 agreements themselves** (apart from the Japanese Ship!) Producers have no standing to seek
 18 “remedies and protections” under copyright law to protect the animated parts of the film
 19 within Iron Sky (nor to sell any of Baylis’ copyright to others). This is alluded to in Harrison
 20 Decl., Ex. D, at Valve_016, ¶108.

21 “108... the production companies have not argued or presented any evidence to
 22 establish who, if anyone, has acquired the copyright in the vessel and whether the copyright
 23 in the vessel has been exclusively transferred to the production companies, or any other
 24 arguments as to how the conduct of B and D has infringed their copyright. The Market
 Court considers that this infringement of copyright has not been proven... Consequently, the
 conditions for the imposition of the requested prohibition and cessation of the infringement
 are not met, and claim 4 must be rejected.”

It is this failure to demonstrate a valid Chain of Title by the Producers that caused
 their own downfall because they have no standing to seek “remedies and protections” without
 valid licenses from Baylis’ and others to make adaptations of Iron Sky. See U.S.C 17§103(a),

1 “(a) ...does not extend to any part of the work in which such
 2 material has been used unlawfully.”

3 Also see, Anderson v. Stallone, 11 U.S.P.Q.2d 1161 (C.D. Cal. 1989), The Tolkien
 4 Trust v. Demetrious Polychron (2:23-cv-04300) C.D. Cal. These are two cases where
 5 unauthorised derivative works could not be protected by copyright under U.S.C 17§103(a).

6 **4. Baylis has not made misrepresentations to the US Copyright Office about
 7 his lawfully acquired copyrights to Iron Sky.**

8 Valve are claiming that Baylis is misrepresenting that he holds a valid copyright for
 9 his own work. This is false because Baylis has original files with his name embedded within
 10 the metadata of many of the files (¶ 86-92.). Baylis has been an author of many works for
 11 Iron Sky (¶ 33-35.) Baylis has already shown considerable evidence of authorship and
 12 proximity to his Iron Sky work throughout his SAC, Dkt. #25, Pages 9-11, 13-38.

13 Iron Sky Producers have never acquired any adaptations rights from Baylis and no
 14 valid written agreement exists with the word “adaptation rights” in it, let alone the words
 15 “Iron sky Invasion” or “video games” or even the word “Valve” (¶ 33-35, 44, 58.) The
 16 Producers have never fully “owned” copyrights from Baylis’ Iron Sky work. This has been
 17 demonstrated on its own by Baylis’ documentation at the time under which *he created
 18 significant parts of the production whilst being unemployed* (¶ 82-85.)

19 During Baylis’ USCO Registration process he was contacted via email by Saskia
 20 Florence, Supervisory Registration Specialist, Motion Picture Team, U.S. Copyright Office
 21 wherein, Ms Florence specifically informed him that **an application should be based filed
 22 according to the U.S. Copyright law and that she was well aware of differences of
 23 copyright law in other countries.** The main issue addressed was regarding “work for hire
 24 contracts” of which, none exist for Producers regarding Baylis’ and other Iron Sky 3D artist’s

1 and animators work, which is why they are joint authors of the film as a “unitary whole”
 2 under U.S.C 17 §201(a).

3 “Usually several people are involved in making a motion picture on videotape
 4 or film. These may include the producer, director, writer, camera operator,
 editor, and others. These individuals may also be the authors of the work.
 5 After looking at your application, it appears that you’ve named about
 6 10 individuals on your application as authors, with the work made for
 hire answered “yes” or “no”. **Please note that an application for
 copyright registration must be filed according to the U.S.**

7 **Copyright law. I understand that in other countries, copyright law**
 8 and work made for hire **can be quite different.**” [Emphasis added] (Baylis
 Decl., Ex. B at Baylis_1,(Saskia Florence, Supervisory Registration Specialist,
 Performing Arts Division, Motion Picture Team U.S. Copyright Office))
 (Copyright Office <cop-ad@loc.gov> 26 Sept 2023, 22:36)

9 In regards to “res judicata effect to foreign judgments on the basis of comity”, A US
 10 court should give credence to Judge Kulmala in Baylis v Troll VFX L 15/32468 as this is
 11 where Baylis was confirmed to be author of his Iron Sky works after demonstrating the work
 12 to Judge Kulmala, and his name “trev” appears in the Metadata of the files (Baylis Decl., Ex.
 13 C. at Baylis_11(Note: Machine Translated for practicality) which fulfills the requirement of
 14 the “presumption of authorship rule” under international law and FCA (section 7), German
 15 Copyright Act (Section 10) and Berne Convention rules Article 15. Therefore, if Baylis were
 16 to provide more information to the USCO it would be that he has had his authorship confirmed
 17 by Judge Oskar Kulmala in Baylis v Troll VFX Case L 15/32468 and that MAO302/18 did not
 18 contain a dispute about Moral rights under section 3 of FCA because the Producers themselves
 19 were in agreement that Baylis created the work but also the Producers were unable to provide
 proof of copyright ownership themselves to the his 3D animation works.

20 **5. US law is not obligated to recognize foreign rulings.**

21 “It is well-established that United States courts are not obligated to recognize
 22 judgments rendered by a foreign state, but may choose to give res judicata effect to foreign
 23 judgments on the basis of comity.” Films by Jove, Inc. v. Berov, 250 F. Supp. 2d 156,

1 176 (E.D.N.Y. 2003) (quoting *Gordon Breach Sci. Publishers S.A. v. American Inst. of*
2 *Physics*, 905 F.Supp. 169, 178-79 (S.D.N.Y. 1995)). Comity “is the recognition which one
3 nation allows within its territory to the legislative, executive, or judicial acts of another
4 nation, having due regard both to international duty and convenience, and to the rights of its
5 own citizens, or other persons who are under the protection of its laws. *Hilton v. Guyot*, 159
6 U.S. 113, 144 (1895).

7 Belize Telecom Ltd. v. Government of Belize, Case No. 05-20470-CIV-UNGARO-
8 BENAGES, 21 (S.D. Fla. Jun. 6, 2005)

9 **6. Damage to Baylis’ honor and reputation from false media reports,**
10 **Petri Gunther’s incoherent Kluwer blog article regarding MAO302/18**

11 Berne Convention, Article 6bis

12 (1) Independently of the author’s economic rights, and even after the transfer
13 of the said rights, **the author shall have the right to claim authorship of the**
work and to object to any distortion, mutilation or other modification of, or other
derogatory action in relation to, the said work, which would be prejudicial to his
14 **honor or reputation.** [Emphasis added]

15 Valve have provided a Translation for the courts and this is the first time such an
16 “official translation” has appeared as previously MAO302/18 was only in Finnish, and Baylis
17 has had to rely on consultations with Finnish Lawyers Petri Eskola and Marcus Lampinen
18 from Helsinki law firm Backström & Co, to comprehend the case as he doesn’t read or
19 speak Finnish. Recently Baylis emailed Lawyer Petri Eskola just to confirm with him that
20 MAO302/18 was not a dispute about Moral Rights under section 3 of the FCA.

21 “Hi Trev,
22 indeed, I can confirm that moral rights were not an issue at all in Market Court
proceedings, but only economical rights.
23 Petri”

(Baylis Decl., Ex. D. at Baylis_2. Email from Petri Eskola <petri.eskola@
backstrom.fi> 08 April 2024)

1 Regarding Valve's Exhibits, G and H attached to their Declaration of Jonah Harrison
 2 ("Harrison Decl."), #DKT. 44, these are misleading because they don't mention that in
 3 **MAO302/18 Moral rights were not disputed (see "right to claim authorship" Berne Con.**
 4 **6bis).** For instance in Harrison Decl., Ex. G, the Hollywood Reporter Journalist was given a
 5 misleading translation by the Producers who were not truthful about losing their counterclaim and
 6 not being able to seek "remedies and protections" for the work. Baylis at the time was unable to
 7 respond to MAO302/18 as he doesn't read Finnish.

8 Equally, Petri Gunther's Kluwer blog article, Harrison Decl., Ex. H, failed to mention
 9 such things, and he has a conflict of interest because he belonged to a firm that represented
 10 Iron Sky Producers during the film production. Baylis has a right to object to these things
 11 under Berne Con. 6bis as they are **"prejudicial to his honor and reputation"**.

12 Valve appear to rely on Exhibits, G and H to present an erroneous legal theory that
 13 animators in Finland who create animation works without employment contracts or valid
 14 copyright agreements either have their lawfully acquired copyrights expropriated from them
 15 or the work immediately enters the public domain due to the "creativity of [unspecified]
 16 others" (Petri Gunther Kluwer blog Harrison Decl., Ex. H). **Such a legal theory inferred by**
 17 **Valve is absurd!**

18 **2. CONCLUSION**

19 Valve's Referral Motion #Dkt. 43 should be denied but Baylis would gladly assist USCO
 20 further if required to provide clarity in this case and for Iron Sky Chain of Title and potentially
 21 false registrations by Myriad Pictures PAU003749092.

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I certify that this memorandum contains
4177 words, in compliance with the Local
Civil Rules.

10th April 2024

Trevor Kevin Baylis

Trevor Baylis

Jankanraitti

Tampere 33560, FINLAND

Please note: Plaintiff is dyslexic. Thus written documents such as this may have minor accidental spelling and or grammatical errors. Such things should not be seen as cause to prejudice the author of this document.

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**CERTIFICATE OF SERVICE FORM
FOR ELECTRONIC FILINGS**

I hereby certify that on 10th April 2024 I electronically filed the foregoing document

with the United States District Court

Western District of Washington at Seattle by using the

CM/ECF system. I certify that the following parties or their counsel of record are registered as ECF Filers and that they will be served by the

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PLAINTIFF'S RESPONSE TO VALVE'S MOTION TO REFER COPYRIGHT
REGISTRATION QUESTIONS TO THE REGISTER OF COPYRIGHTS AND
FOR STAY OF PROCEEDINGS

No. 2:23-cv-01653-RSM